

AMENDMENT TO CONTRACT FOR DURHAM POLICE DEPARTMENT
MASTER FACILITY PROGRAM

This contract amendment is made and entered into as of the _____ day of November, 2013, by the City of Durham ("City") and Carter Goble Associates, LLC ("Contractor"), (successor in interest to Carter Goble Associates, Inc.), a limited liability company, organized and existing under the laws of South Carolina, authorized to do business in the State of North Carolina.

The City and Contractor entered into a contract titled "Contract for Professional Consulting Services" dated June 29, 2010. The contract was amended on August 23, 2010. The contract is hereby amended as follows:

1. Sec. 1 Background and Purpose: is amended by adding the following to the end of the section.

"Additional expert consulting services that will advance the progress of planning and programming work, to include further site analysis, cost estimating, site functional relationship planning and review of technical engineering factors. It is anticipated that the Contractor will provide consulting services through the Police Master Facility Program design and construction development and E911 design and construction development.

2. Sec. 2. Services and Scope to be Performed. is amended by adding the following to the end of the section.

"Contractor will provide those services specified in Attachment C will be completed in accordance with the schedule developed by the City. It is anticipated that Tasks 1, 2, 3 and 6 will be completed within 8 weeks of issuance of notice to proceed by the City. Task 4 will be determined upon finalization of Police Headquarters site selection recommendation. Task 5 will be ongoing through the design phase of both projects."

3. Sec. 4. Contractor's Billings to City. Compensation. is amended by adding the following to the end of the section:

"The City shall pay the contractor in accordance with Exhibit C task cost allowances. Contractor shall bill for each task allowance based upon contractor's hourly rate schedule in an amount not to exceed each specified task cost. Each specified task cost allowance item includes reimbursable expenses. The amount specified in Section 4 is increased by \$280,000 for the revised not to exceed amount of \$429,977.00."

4. Sec 8. Attachments is amended by adding the following to the end of the section.

"Attachment C" consisting of 5 pages, is hereby incorporated by reference.

5. Sec. 11. Miscellaneous subsection (n) is inserted as follows:

"E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or

invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).”

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

Pre-audit Certificate:

ATTEST:

CITY OF DURHAM:

Carter Goble Associates, LLC

By: _____ (SEAL)
Manager

State of _____

ACKNOWLEDGMENT BY
LIMITED LIABILITY COMPANY

County of _____

I, a notary public in and for said county and state, certify that
_____ personally (1) appeared before me this day, (2)
stated that he or she is a manager of Carter Goble Associates, LLC, a limited liability company
organized and existing under the laws of the State of South Carolina, (3) acknowledged that the
foregoing contract or agreement with the City of Durham carries on the company's business in
the usual way, and (4) acknowledged the due execution, under seal, of the contract on behalf
of the company. This the _____ day of _____, 20_____.

My commission expires:

Notary Public